



Superior Court
Justice Courts
Adult Probation
Juvenile Probation
Hereafter Superior Court of Arizona in Maricopa County
Request for Proposal
Cover Page 1 of 2

Solicitation Number: 09028-RFP

Solicitation Title: Electronic Monitoring System (Radio Frequency)

Solicitation Due Date / Time: March 26, 2009 at 2:00 P.M. Arizona Time

Submittal Location: Superior Court of Arizona in Maricopa County
Contracts Department
201 West Jefferson Street
CCB, 4th Floor
Phoenix, Arizona 85003

Description of Procurement: The Superior Court of Arizona in Maricopa County (Court) is soliciting sealed responses from qualified vendors who wish to provide and maintain an electronic monitoring system (radio frequency) to support the requirements of the Adult Probation Department (APD) and the Juvenile Probation Department (JPD).

Bid Opening: Responses to be opened in the conference room at the above submittal location on March 26, 2009 at 2:00 P.M., Arizona Time.

A Pre-Offer Conference will not be held in conjunction with this procurement. **Any questions must be submitted in writing by: March 12, 2009.** A response to all questions will be issued on **March 19, 2009** as an amendment to the solicitation and will be listed on the website: www.superiorcourt.maricopa.gov/CourtInformation/purchasing/rfp.asp. See Section 3, Paragraph 2 of the solicitation for further details.

In accordance with the Judicial Procurement Code, competitive sealed proposals for the materials or services specified will be received by the Judicial Branch of Arizona Superior Court Contracts Department at the above specified location until the time and date cited. Offers must be in the **actual** possession of the Judicial Branch of Arizona Superior Court Contracts Department on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation (see Section 3).

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.



Superior Court
Justice Courts
Adult Probation
Juvenile Probation
Hereafter Superior Court of Arizona in Maricopa County
Request for Proposal
Cover Page 2 of 2

This announcement does not commit the courts to award a contract or to pay any costs incurred in the preparation of proposals.

The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. All contracts awarded shall be based on the proposal most advantageous to the Court, all factors considered.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Janie Terry; Contract Specialist Email: terryj@superiorcourt.maricopa.gov Phone: 602-372-0253

TABLE OF CONTENTS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Solicitation Cover Page	1
	Table of Contents	3
	Offer and Award Form <i>to be completed by Offeror</i>	4
	Offer and Award Form <i>to be completed by Court upon award</i>	5
1	Scope of Work	6
2	Uniform Instructions to Offerors	16
3	Special Instructions to Offerors	22
4	Uniform Terms and Conditions	26
5	Special Terms and Conditions	37
6	Attachments (These standard documents must be completed and returned by the Offeror. Other documents may be <i>required</i> *. Refer to Section 3 Special Instructions to Offerors.)	
	6.1 Pricing/Delivery Schedule	
	6.2 Offeror's Questionnaire	
	6.3 Sole Proprietor Waiver	
	6.4 Independent Contractor Agreement	
	6.5 Business Ownership Classifications	
7	Exhibits	
	7.1 Certificate of Insurance	
	7.2 Authorization and Release Form	

OFFER AND AWARD

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

The Undersigned hereby offers and agrees to furnish the materials and/or service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City
Code

State

Zip

Signature of Authorized Person

Date of Offer

Telephone Number:

Facsimile Number:

Offeror's Arizona Transaction (Sales) Privilege Tax
License Number:

Offeror's Federal Employer Identification Number*:
**If a Social Security number is to be utilized, do not list
here. Complete Exhibit 7.3 for Social Security
information.*

**Acknowledgement of
Amendment(s):**

*(Offeror acknowledges receipt of
amendment(s) to the Solicitation*

for Offers and related documents

numbered and dated)

Amendment No. Date

Amendment No. Date

The following is used solely for collection data purposes and will not affect the evaluation of this solicitation.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

OFFER AND AWARD

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For Judicial Branch of Arizona, Superior Court Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Superior Court of Arizona in Maricopa County.

This Contract shall henceforth be referred to as **Contract Number 09028-RFP, Electronic Monitoring System (Radio Frequency)**. You are hereby cautioned not to commence any billable work or provide any materials and/or service(s) under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

Superior Court of Arizona in Maricopa County

ATTESTED:

PRESIDING JUDGE, Barbara R. Mundell

DATE

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

1. Introduction/Intent

The intent of this call for proposals is to award a contract(s) for an Electronic Monitoring System (Radio Frequency) to the responsive/responsible Offeror(s) whose proposal is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County (Court) taking into consideration the evaluation factors set forth herein in Section 3 and discussions pursuant to Rule 28 of the Procurement Rules for the Judicial Branch. The Court reserves the right to award this contract to multiple Offerors. The Court intends to enter into a two-year initial contract with a contractor(s), with three one-year options for renewal.

This countywide Electronic Monitoring System (EM) is presently utilized by two divisions within Court: the Pretrial Services Division (PSA) and the Juvenile Probation Department (JPD). The term countywide EM system includes: Radio frequency, continuous signaling equipment (RF).

2. Overview

The Superior Court of Arizona in Maricopa County is the largest Superior Court in Arizona, handling over 60% of the general jurisdiction cases in the state. The Court currently has 95 trial judges and 58 commissioners assigned to the seven departments of the Court: civil, criminal, juvenile, family court, probate/mental health, tax and special assignment. The Department of Pretrial Services of Adult Probation (PSA) and the Department of Juvenile Probation (JPD) are criminal justice agencies that employ the use of electronic monitoring systems to ensure compliance with Court ordered release conditions and terms of probation, to enhance community safety and effective management of defendants. The accuracy and timeliness of this system is of paramount importance to the Court.

3. Technical Specifications

The basic requirements of the EM Radio Frequency system are identified below. If the vendor believes there is anything that should be included as a mandatory minimum requirement in an electronic monitoring system that is not specifically listed in this RFP, the vendor shall so note in the submission and include the addition with the proposal.

- A. The vendor shall furnish all necessary equipment, supplies, hardware, software, reports, training, support, and maintenance for monitoring the defendants of PSA and the Juvenile probationers countywide. All equipment shall be of the same type and model and from the same manufacturer unless expressly approved by PSA and JPD. The vendor shall specify its policy and costs associated with replacement of lost or stolen tools, tool kits, and monitoring equipment.
- B. Access to data shall be web-based via SSL.
- C. The vendor shall have a formal quality control program in place that will provide assurance of the services detailed in the RFP. A copy of the quality program for equipment and monitoring services shall be submitted with the proposal. ISO 9001 is the preferred quality program for manufacturing.
- D. The vendor shall provide initial and subsequent training, as requested for PSA and JPD staff, and provide regular technical updates at no expense to PSA and JPD.

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- E. The vendor must have a twenty-four (24) hour, staffed and trained monitoring center that is operational seven (7) days per week. The monitoring center shall have a back up system, access to an alternative power source, and a secured environment.
- F. The vendor shall provide for trained and certified technical staff support to PSA and JPD staff (24) hours per day, seven (7) days per week via a toll free line for technical assistance, programming, scheduling and terminations. Some of these functions can be web-based. The vendor's employees must be acceptable to PSA and JPD. The vendor shall not employ anyone currently under the supervision of any court or criminal justice agency that has any access to any Probation Department client, probationer, or any probationer's personal information including their monitoring information. The vendor shall be responsible for providing full background information (name, date of birth, social security number), of employees with such access to clients, probationers, or their personal information, to APD upon request by the Court. Reference Exhibit 7.2.
- G. The system shall use standard telephone lines, wireless cellular telephone or both to communicate between the individual transmitter/receiver units and the host central computer.
- H. All electronic monitoring equipment shall be installed and removed by PSA and JPD staff or the client depending on the equipment specifications and security level of the client. In all cases, however, only PSA and JPD staff will install the transmitter.
- I. The vendor shall have a system to save and archive the monitoring records generated from the computer-based system for a minimum period of five (5) years. Confidentiality of program clients' records and data shall not be compromised or altered.
- J. The vendor shall provide only serviceable equipment that has been checked for quality control on all units prior to shipping. The vendor shall replace all defective equipment within two (2) working days.
- K. The vendor shall provide all essential equipment and tool kits (if required) needed for operation and maintenance of equipment in all field offices. There are currently two (2) offices for each department for a total of four (4).
- L. The vendor shall pay all shipping costs; including initial units upon contract award, new or replacement units as needed for program growth, and return shipping for damaged equipment or excess inventory.
- M. The RF system shall contain a battery back up system in the event of loss of AC power. The battery shall hold all information after a loss of power for a minimum of twenty-four (24) hours and shall be capable of supporting all features.
- N. During periods of phone disconnect or cellular unable to connect, the RF system shall have the capability of storing all events until phone service is restored or a cell signal is acquired.
- O. The RF system shall be an active radio frequency transmission system that is easy to install in the home and is able to report all events including any attempts to tamper with the system.

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- P. The RF system shall have the ability to record, store, and notify PSA and JPD staff of all events daily. System shall have the ability to immediately report certain events and violations by selected means (fax, text messaging, internet, e-mail or voice telephone).
- Q. The RF system shall monitor and report the date and time of all events to the monitoring center at specified time frames no less than every six (6) hours during a 24 hour period. In the event that the monitoring system is disconnected and is unable to communicate with the monitoring center, an alert must be generated notifying PSA or JPD staff.
- R. The system shall record and report the following events:
- a. Time and date of defendant in and out of range.
 - b. Tamper and/or removal of transmitter.
 - c. Tamper and/or removal of the monitoring unit (Receiver).
 - d. Telephone service interruption (connects and disconnects).
 - e. Electronic power interruption (connects and disconnects).
 - f. Battery low on transmitter or monitoring unit. (Receiver)
 - g. Random status calls no less than every six (6) hours to confirm Receiver is still able to communicate.
- S. The system shall be capable of seizing a telephone line when it is not in use, and if the line is in use, will alert the person on the line by indicator beeps it needs to use the phone line.
- T. The system shall be user friendly; i.e. officers by following instructions can install equipment and make the unit operational.
- U. The system shall include a waterproof and shock resistant device securely worn by the defendant on the ankle or wrist that will positively identify the defendant and report the status of the device every sixty (60) seconds.
- V. The monitoring device shall report any tamper with the unit or/or device worn by the defendant immediately upon the tamper occurring, and continue to report this condition daily until an authorized person resets the unit.
- W. The vendor shall provide a total of twenty (20) state of the art, digitized mobile receiver units at no additional cost. (Ten per department for PSA and JPD to equal a total of 20 units.)
- X. The vendor software shall have various web-based reports available 24/7 including consolidated reports for each client on system including all events generated during specified dates and times; violation reports; and equipment inventory reports.

4. Optional Electronic Monitoring Systems Products/Services

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

PSA and JPD are seeking options to the electronic monitoring system including, but not limited to, the options listed below. Please list in your proposal as part of Attachment 6.1 and 6.2 any and/or all options you as the vendor currently have available along with the price for each option. The price of any option shall not be included in the base price. PSA and JPD are not obligated to accept any and/or all options from the Vendor.

- A. The electronic monitoring receiver may have the capability of monitoring multiple transmitters simultaneously in the same residence.

5. Reporting

In order to assist in the management of Electronic Monitoring assignments, Electronic Monitoring Offeror agrees to keep detailed work records. All records shall be made available to the Contracts Office, for inspection and copying upon request. Electronic Monitoring Offeror shall file a monthly report with Electronic Monitoring Manager, for the proceeding month, listing the assignments made and date.

6. Evaluation Testing

The Offeror shall provide to the Court a "Test System" which will consist of eight (8) units. The system will be comprised of three (3) regular RF units, three (3) RF cellular units and two (2) drive-by units. Basic training and access to software will be required. The test will be used to determine reliability, ease of use by field personnel, content data of reports and the timeliness of reporting capabilities. The test will be at no charge to the Court. Testing period will last approximately three (3) weeks. The Offeror will be given ten days notification of their assigned time and date for the testing.

7. Specifications Table

Specifications listed below are the minimum requirements by the Court. It is the offeror's responsibility to list and clearly demonstrate and present any features that show that all criteria are met or exceeded.

FUNCTION	DESCRIPTION	MEETS SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Transmitter Unit	Transmitter unit must be fitted on client's ankle or wrist in a manner that prevents client from removing without generating an alert. Installation shall be user friendly. Transmitter shall have a minimum of one (1) year battery life before replacement is needed. Transmitter shall be relatively small, waterproof; hypoallergenic, and durable.		

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

FUNCTION	DESCRIPTION	MEETS SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Receiver Unit	Receiver unit shall use standard power and phone connections. Shall have the capability of setting range from a minimum of 50 feet to a maximum of 150 feet. Unit shall have sufficient memory to store a minimum of 72 hours of events before information is lost.		
Operator (call center) Response	Must respond to equipment and system issues, including installation issues		
Scheduling	Must make required client schedule changes through various communication methods, e.g. telephone, internet, fax		
Alert Notification	Alert notification includes system tampers, equipment disconnect, and curfew violations. All tampers and missed call messages will be reported to agency staff within fifteen (15) minutes of the monitoring center's receipt of those messages or as soon as possible thereafter.		
Monitoring without Telephone	Electronic monitoring system shall have the capability of storing events date and time stamped during periods of phone disconnect and once phone service is restored information (events) are available and not lost.		
Maintenance	On Site, On-Call Maintenance refers to two components. 1)- Expert technical support and service available via telephone 24/7 2)- Physical presence on site when problems are unable to be resolved via telephone or equipment replacement		
Response Time	On Site, On-Call Maintenance refers to response time one (1) hour via telephone.		
Replacement for Faulty Equipment	Maximum Response Time – 48 hours Contractor shall pay all shipping expenses for replacement equipment		

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

FUNCTION	DESCRIPTION	MEETS SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Report Violations	Contractor shall report violations as established by the Electronic Monitoring Manager through one or more of the following methods of notification: Text messaging, email, fax, or phone.		
Vendor Data Center Redundancy	Monitoring system shall have redundancy for hardware and network connectivity.		
Archive	Must have a system to save and archive the monitoring records generated from the computer system for a minimum period of five (5) years. Confidentiality of program clients' records shall not be compromised or altered. System access through internet base.		
Field Offices	Must provide all essential equipment and tool kits (if required) for the operation and maintenance of equipment in field offices (currently 4).		
On a Continuous Basis 24/7	All curfew and equipment status alerts shall be reported immediately to PSA/JPD upon vendor call/monitoring center receiving alerts or within grace periods established by PSA/JPD. Immediate notification is defined as no longer then 15 minutes after receiving alerts. Additionally, in the event of auto notification failure (if applicable), vendor must follow-up with alert notification by telephone.		
Back Up Reporting	RF system shall have the capability to store statuses for a minimum of 72 hours for later reporting during periods of loss of power or telephone services		

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

FUNCTION	DESCRIPTION	MEETS SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Daily Notification	System shall have the ability to record, store and notify agency staff of all statuses daily. Incidents and violations shall be reported immediately by selected means.		
Internet Availability	System shall have the ability to record schedule changes of defendant by the officer.		

1. Instructions for completion of above table (Please contact Janie Terry to request this document in *Word* at 602-372-0253; terryj@superiorcourt.maricopa.gov)

a. Column heading "Meets Specification Yes/No?" in the table above should be filled in with one of the following codes:

- Y = Yes: The proposed solution meets this requirement 100%, as stated.
- N = No: The proposed solution does not currently meet this requirement.
- P = Partial: The proposed solution partially meets this requirement. (For any partial answers, clearly indicate in your proposal how this requirement is partially fulfilled.)

b. Column heading "Description of how company can meet this specification" in the table above should be completed with detailed information indicating vendor's ability to conform to the requirement and if not able to conform, please explain.

2. Note: In all cases, the information in the table is to be assigned by the contractor based on the version of the solution being offered in the proposal, which must have a general release date prior to the proposal date. Any contractor answering the above questions based on prospective (un-released) versions of hardware/software shall be declared not qualified, non-responsive, and ineligible for the award.

8. Training

The Contractor shall provide a training plan and training documentation. Any cost relating to training shall be included in the proposal price. At a minimum, training shall consist of initial in-person, hands-on instruction for PSA and JPD users in the operation of the Electronic Monitoring System. The initial training shall be sufficient in scope and duration for the PSA and JPD users to operate all functions of the systems on a self-sufficient basis which includes determining and correcting usual errors in operation and performing maintenance tasks, as needed. The Contractor shall also provide periodic and more advanced training sessions for users or administrators, when new functions are added or a new version of the software is installed. The Contractor is also required to provide user documentation describing how to operate the system.

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

PSA and JPD users to be trained include:
PSA Staff and Probation Officers
JPD Staff and Probation Officers

9. Technical Support

The Contractor must provide technical support to the Judicial Branch for the electronic monitoring system. Any cost relating to technical support and equipment maintenance shall be included in the proposal price. (see Attachment 6.1). Support tasks include, but are not limited to:

- Assistance with systems performance monitoring and tuning for optimal performance;
- Assistance with maintenance functions associated with the operation of the electronic monitoring systems, equipment and interfaces;
- Assistance with troubleshooting;
- Recommended best practices;
- Upgrades and testing of new versions or features;
- Other customary and usual maintenance tasks.

10. Maintenance Requirements

Contractor shall provide equipment that is functioning properly and agrees to replace all worn parts throughout the contract. All equipment shipped by contractor shall first be inspected to insure equipment is functioning properly and is sterilized and ready for assignment. Contractor agrees to provide all necessary materials needed to sterilized equipment for re-assignment.

11. Contractor Responsibilities /Requirements

- A. Usage Report. Upon request by the Court, the Contractor shall furnish the Court a monthly usage report (usually supplied with invoice) delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Court and shall disclose the quantity and dollar value of each contract item by individual unit.
- B. Compliance with Court Rules, Statutes and Orders. The Contractor must be in compliance with current and future provision of relevant court rules, the code of judicial administration and Arizona and federal statutes. Failure to comply with relevant court rules, the code of judicial administration, and statutes shall be grounds for termination under this contract.
- C. Confidentiality of Records. The contractor shall establish and maintain procedures and controls acceptable to the Court for the purpose of assuring that information or data in its possession is not mishandle, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the Court or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
- D. Subcontractors. Reference Section 4 (5) (B). Subcontractors.

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- E. Continuous Service During Contract Disputes. The contractor must continue to operate the system and provide normal service while any contract disputes are being resolved.
- F. Electronic Monitoring System Failure. More than three (3) days during a calendar year that any EM system cannot be fully functional may constitute a material breach of the contract and may be cause for cancellation of the contract.
- G. Addition of New Models. In the event that a product or model described in this Contract is discontinued or a new model or a comparable product is announced by the manufacturer, the Court at its discretion may allow the Contractor to substitute the comparable product for the discontinued product or the new or comparable model for the product described in the Contract subject to the procurement provisions of the Judicial Branch Procurement Rules. The Contractor shall request permission to substitute a new product or model and provide the following:
1. Certification by the manufacturer that the product or model described in the Contract has been discontinued or that a new model or a comparable product has been announced.
 2. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 3. Documentation that provides clear and convincing evidence that the replacement shall be compatible with all the functions or uses of the discontinued product or model.
 4. Documentation confirming that the price/performance for the replacement is the same as or better than the discontinued model.
- H. **Background Check Requirement**
Successful offerors, their employees, and/or subcontractors having any access to Probation Department Clients, probationers or their personal information, including monitoring information, shall be required to agree to submit to, and pass a Superior Court background check. This check will include a computerized criminal history and fingerprint check for the purpose of obtaining state and federal criminal records, and for confirming the identities of person(s) performing tasks or services for this contract. Offerors, their employees and/or subcontractors failing the background check shall be considered non-responsive and the award shall be made to the next highest qualified bidder. The process to correct any deficiencies in a failed background check may take several weeks to months, therefore, the bidder failing this background check shall automatically be considered non-responsive to this solicitation.
- I. **Payment for Services / Billing / Invoicing Provisions**
As payment for the services, the Court will pay Contractor as follows:
1. Contractor shall submit a separate detailed invoice monthly for services rendered for PSA and JPD. Invoicing shall reflect Client's name, date of service, and type of equipment. Documentation, where appropriate, must accompany each invoice submitted. Contractor must reference the Superior Court purchase order number on each invoice. Approved invoices shall be

SECTION 1 SCOPE OF WORK

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

processed and remitted for payment to contractor within 30 day of the date of receipt of Contractor's invoice.

2. The Contractor will submit monthly invoices and supporting applicable documentation to the Court Business Office by the 10th day of the month following services rendered. Payment may be delayed for any invoice which the contractor submits more than 10 days after the end of the month following services rendered.
3. Invoices received 30 days late will be reduced by 10% of the invoice amount. Invoices received 60 days late will be reduced by 20% of the invoice amount.
4. End of fiscal year invoices (June 30th is the end of the fiscal year) must be submitted by the 5th of July or the first business day after July 5th. No invoices received after the 5th of July or the first business day after July 5th will be processed.
5. Self-pay billing is the ability to bill separately individual clients. Although not currently required, self-pay billing may be required during the life of the contract.
6. Submit invoices to the following address (Note: Email submission is available upon approval)

a. PSA

Taylor Pile, Supervisor/Pretrial Services Division
Electronic Monitoring Program
Adult Probation Department
620 West Jackson Street, Suite 3087
Phoenix, AZ 85003

b. JPD

Maricopa County Juvenile Probation Department
Attention: Accounts Payable
3125 W. Durango Street
Phoenix, AZ 85009

12. Required Submittals

To be submitted with Offer (Also refer to Section 3, No. 2):

- Signed Offer and Award form (with original signatures) – Page 4
- Contract Administration; Complete Section 5, No. 19.
- Attachment 6.1 – Pricing and Delivery
- Attachment 6.2 – Questionnaire and all applicable documentation
- Attachment 6.3 (as applicable)
- Attachment 6.4 (as applicable)
- Attachment 6.5
- Solicitation Amendments (if any)

To be submitted/completed upon Contract Award:

- Insurance certificates (Reference Exhibit 7.1)
- Information for Background Check (Exhibit 7.2)

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by the offeror and the Presiding Judge that is issued for the purpose of making changes in the Contract.
- D. *"Contractor"* means any person who has a contract with the Superior Court of Arizona in Maricopa County.
- E. *"Days"* means calendar days unless otherwise specified.
- F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *"Offer"* means bid, proposal or quotation.
- H. *"Offeror"* means a vendor who responds to a Solicitation.
- I. *"Contract Specialist"* means the person duly authorized by Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Qualifications ("RFQ").
- K. *"Solicitation Amendment"* means a written document that is authorized by the Contract Specialist and issued for the purpose of making changes to the Solicitation.
- L. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2. Inquiries.

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer.

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Superior Court of Arizona in Maricopa County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Contract Specialist or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Superior Court Contracts Department shall consider the relevancy of the inquiry, but is not required to respond in writing.
- D. Timeliness. Any inquiry to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the Superior Court of Arizona in Maricopa County. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Contract Specialist in a written statement. The Offeror's preprinted or standard terms will not be considered by the Superior Court of Arizona in Maricopa County as a part of any resulting Contract.
- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the Superior Court of Arizona in Maricopa County's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
 - (3) Request for Qualification: All exceptions that are contained in the Statement of Qualifications may negatively affect the Superior Court of Arizona in Maricopa County's evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Statement of Qualifications. Any exceptions to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's (s') proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Superior Court of Arizona in Maricopa County will not reimburse any Offeror the cost of responding to a Solicitation.

SECTION 2 UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- (7) Special Instructions to Offerors;
- (8) Uniform Instructions to Offerors;
- (9) Other documents referenced or included in the Solicitation.

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The Superior Court of Arizona in Maricopa County may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the Superior Court of Arizona in Maricopa County. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Superior Court of Arizona in Maricopa County. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Superior Court of Arizona in Maricopa County shall determine whether the identified information is confidential pursuant to the Judicial Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.
 - (3) In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran and Sudan.

5. Evaluation.

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- C. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer's due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- E. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the Judicial Branch of Arizona Superior Court reserves the right to:
 - (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. **Award.**

- A. Number or Types of Awards. The Superior Court of Arizona in Maricopa County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Superior Court of Arizona in Maricopa County. If the Contract Specialist determines that an aggregate award to one Offeror is not in the Superior Court of Arizona in Maricopa County's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Presiding Judge's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the offeror and the Presiding Judge signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. **Protests.**

Refer to the Superior Court website at:

<http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.

SECTION 3
SPECIAL INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:

- A. "JBSC" means Superior Court of Arizona in Maricopa County.
- B. "Department" means the Contracts Department of the Superior Court. of Arizona in Maricopa County.

2. **Inquiries/Questions from Offerors.**

Any inquiries/questions related to this RFP are to be directed in writing (email/fax acceptable) to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. **All questions must be submitted in writing by March 12, 2009 at 5:00 pm Arizona Time to:**

Janie Terry, Contract Specialist
Superior Court of Arizona in Maricopa County
201 West Jefferson, CCB-4
Phoenix, AZ 85003
Email: terryj@superiorcourt.maricopa.gov
Fax: (602) 506-7867

The question and response will be posted to the Superior Court of Arizona in Maricopa County's website by **March 19, 2009**. Any explanations or clarifications given at the website will be considered added to the specifications and will be reflected as an amendment to the solicitation. Interested parties must check the website at: www.superiorcourt.maricopa.gov/CourtInformation/purchasing/rfp.asp.

3. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and five (5) copies of the offer are required.**

- A. Offer and Contract Award Form;
- B. Contract Administration: Complete Section 5, Paragraph 19;
- C. Attachment 6.1, Pricing / Delivery Schedule;
- D. Attachment 6.2, Offeror's Questionnaire and supporting documentation
- E. Attachment 6.3, Sole Proprietor Certificate or Attachment 6.4 Independent Contractor Agreement (if applicable);
- F. Attachment 6.5, Business Ownership Classification;
- G. Solicitation Amendments (if any).

SECTION 3 SPECIAL INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

4. Authorized Signature.

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by JBSC, disclosure of ownership information shall be submitted.

- | | | |
|-----|------------------|---|
| (1) | Privately Owned: | The Owner must sign the contract. |
| (2) | Partnership: | A Partner must sign the contract. |
| (3) | Corporation: | A Corporate Officer must sign the contract. |

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All amendments to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

5. Award of Contract. Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County based on the evaluation criteria set forth in the Solicitation and any discussions pursuant to Rule 28 of the Judicial Procurement Code.

6. Inclusive Offeror:

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

7. Life Cycle Costs and Application Benefits. A.R.S. § 41-2553 requires any state agency purchasing an information or telecommunication system costing more the \$100,000 to take into account the total life cycle cost and application benefit of the system, as defined by statute. Upon request, the Contractor shall provide this information at the time such a system is proposed for purchase under this Contract.

8. Price Reductions. By submitting a proposal in response to this solicitation, Offeror agrees to guarantee that the Judicial Branch is receiving the lowest price offered by their company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period, Offeror's company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Superior Court of Arizona in Maricopa County shall reserve the right to take any or all of the following actions:

- A. Cancel the contract, if it is currently in effect.
- B. Determine the amount, which the Superior Court of Arizona in Maricopa County was overcharged, and submit a request for payment from Offeror for that amount.

SECTION 3 SPECIAL INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- C. Take the necessary steps to collect any performance surety provided on the applicable contract.
9. **Evaluation and Selection.** Evaluation of offers may be accomplished in four steps.
- A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers are for clarification purposes only. This does not imply any change(s) to the proposal.
- (1) **Presentations.** The Court may request oral presentations or product demonstrations with any or all of the bidders for purposes of clarification or to amplify the materials presented in any part of the proposal. Any presentations requested will be considered part of the proposal and as such must be paid for by the bidder. The court will not reimburse for costs related to the development or delivery of any proposals.
- D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County, based on the following criteria (in bold print below), which are listed in descending order of importance.
- 1) **Conformance to Technical Specifications and Scope of Work.** This includes technical response to meet system requirements, ease of use of system, reporting capabilities, Reliability/Quality of System, and overall system functionality.
- 2) **Cost of goods, services and/or material including all costs associated with support and maintenance.**
- 3) **Skills and Experience of Contractor/Staff, and/or subcontractor(s)**
To include: a) Demonstrated experience in providing the products and services described in this RFP; and b) Qualifications and technical experience of the firm, assigned project personnel, and any assigned subcontractors.
- 4) **Capability and Capacity of Contractor.**
Contractor/subcontractor capacity to support and maintain the Electronic Monitoring System over the life of the contract as well as demonstrated support thereafter.
10. **Discussions.** In accordance with Rule 28 of the Judicial Procurement Code, after the initial receipt of offers, JBSC reserves the option to conduct discussions with those Offerors who submit offers determined by the Superior Court of Arizona in Maricopa County to be reasonably susceptible of being selected for award.

SECTION 3
SPECIAL INSTRUCTIONS TO OFFERORS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

11. **Certificate of Insurance Form.** JBSC recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as **Exhibit 7.1**. If the Offeror wishes, a substantially similar Certificate of Insurance may be submitted. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to JBSC for review and approval with the proposal. All certificates of insurance must be submitted upon notice of contract award.

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *"Contract Amendment"* means a written document signed by the offeror and Presiding Judge that is issued for the purpose of making changes in the Contract.
 - D. *"Contractor"* means any person who has a Contract with the Superior Court of Arizona in Maricopa County.
 - E. *"Days"* means calendar days unless otherwise specified.
 - F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. *"Contract Specialist"* means the person duly authorized by the Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. *"JBSC"* means the Superior Court of Arizona in Maricopa County that executes the Contract.
 - M. *"Fiscal Year"* means the period beginning with July 1 and ending June 30.

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

2. Contract Interpretation.

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 are applicable as appropriate.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Superior Court of Arizona in Maricopa County and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Superior Court of Arizona in Maricopa County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Superior Court of Arizona in Maricopa County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor's (s') facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Superior Court of Arizona in Maricopa County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Superior Court of Arizona in Maricopa County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Superior Court of Arizona in Maricopa County for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Superior Court of Arizona in Maricopa County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Superior Court of Arizona in Maricopa County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Specialist and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the JBSC.
- G. Property of the Superior Court of Arizona in Maricopa County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Superior Court of Arizona in Maricopa County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Superior Court of Arizona in Maricopa County.

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Superior Court of Arizona in Maricopa County shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract shall own (for and on behalf of the Superior Court of Arizona in Maricopa County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Superior Court of Arizona in Maricopa County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Judicial Branch of Arizona Superior Court and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Superior Court of Arizona in Maricopa County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Superior Court of Arizona in Maricopa County without the express written authorization of the agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract.

4. **Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Superior Court of Arizona in Maricopa County within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and all subcontractors shall hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

compensation insurance, Social Security and Worker's Compensation.

- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of Superior Court of Arizona in Maricopa County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the JBSC may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the JBSC and the Presiding Judge who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Specialist in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Contract Specialist. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Contract Specialist. The Superior Court of Arizona in Maricopa County shall not unreasonably withhold approval.

6. Risk and Liability.

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Superior Court of Arizona in Maricopa County shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Superior Court of Arizona in Maricopa County as a result of entering into this Contract. However, the parties further agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Superior Court of Arizona in Maricopa County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The Superior Court of Arizona in Maricopa County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.

SECTION 4
UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the Superior Court of Arizona in Maricopa County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Superior Court of Arizona in Maricopa County of the

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

materials, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials are used;
- (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

- C. Fitness. The Contractor warrants that any material supplied to the Superior Court of Arizona in Maricopa County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Superior Court of Arizona in Maricopa County.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Superior Court of Arizona in Maricopa County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Specialist, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. Superior Court of Arizona in Maricopa County Contractual Remedies.

- A. Right to Assurance. If the Superior Court of Arizona in Maricopa County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

this Contract, the Contract Specialist may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Superior Court of Arizona in Maricopa County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

B. Stop Work Order.

- (1) The Superior Court of Arizona in Maricopa County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Superior Court of Arizona in Maricopa County after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the Superior Court of Arizona in Maricopa County under this Contract are not exclusive.

D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Superior Court of Arizona in Maricopa County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The Superior Court of Arizona in Maricopa County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Superior Court of Arizona in Maricopa County, or damages assessed by the Superior Court of Arizona in Maricopa County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

- A. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the Superior Court of Arizona in Maricopa County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing,

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

drafting or creating the Contract on behalf of the Superior Court of Arizona in Maricopa County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Superior Court of Arizona in Maricopa County, it may also cancel this Contract as provided in A.R.S. § 38-511.

- B. Gratuities. The Superior Court of Arizona in Maricopa County may, by written notice, terminate this Contract, in whole or in part, if the Superior Court of Arizona in Maricopa County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Superior Court of Arizona in Maricopa County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Superior Court of Arizona in Maricopa County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The Superior Court of Arizona in Maricopa County may, by written notice to the Contractor, immediately terminate this Contract if the Superior Court of Arizona in Maricopa County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Superior Court of Arizona in Maricopa County.
- D. Termination for Convenience. The Superior Court of Arizona in Maricopa County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Superior Court of Arizona in Maricopa County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Superior Court of Arizona in Maricopa County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the Superior Court of Arizona in Maricopa County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required

SECTION 4 UNIFORM TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Specialist shall provide written notice of the termination and the reasons for it to the Contractor.

- (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County on demand.
- (3) The Superior Court of Arizona in Maricopa County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Superior Court of Arizona in Maricopa County for any excess costs incurred by the Superior Court of Arizona in Maricopa County in procuring materials or services in substitution for those due from the Contractor.

- 1. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 10. **Requirements Contract.** Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
- 11. **Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.
- 12. **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:
 - A. "JBSC" means the Superior Court of Arizona in Maricopa County.
 - B. "Department" means the Contracts Department of the Superior Court of Arizona in Maricopa County.
 - C. "Services" means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Contract Specialist decides that the facts justify it, the department may/shall receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the department may/shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

SECTION 5 SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

3. Indemnification.

The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions, universities, and Superior Court of Arizona in Maricopa County shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance Requirements.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The **insurance requirements** herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and the Superior Court of Arizona in Maricopa County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Damage (Any one fire) | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

SECTION 5 SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor Agreement) form.

4. Technology/Network Errors and Omissions Insurance

Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

Coverage to include:

SECTION 5

SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
 - Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
 - Loss or disclosure of confidential information no matter how it occurs;
 - Systems analysis;
 - Software Design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Superior Court of Arizona in Maricopa County. Such notice shall be sent directly to the Superior Court Contracts Department of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The Superior Court of Arizona in Maricopa County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Superior Court Contracts Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Superior Court Contracts Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Superior Court Contracts Department. The Superior Court Contracts Department contract number and contract title shall be

SECTION 5 SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

noted on the certificate of insurance. The Superior Court Contracts Department reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Superior Court Contracts Department. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Superior Court Contracts Department separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The term of this Contract shall commence on the date the Offeror(s) and Presiding Judge signs the Offer and Acceptance Form, signifying JBSC's acceptance of the Offeror's proposal and will remain in effect for **two years** through _____, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Extend the Term of the Contract.**
- A. The Superior Court of Arizona in Maricopa County may at its option extend this **two-year** Contract up to **three (3)** additional annual (one year) periods or portions thereof. The Offeror shall be notified in writing by the Superior Court's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.
- B. If JBSC exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall **not exceed five (5) years.**
7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

8. **Employment of Superior Court of Arizona in Maricopa County Personnel.** The Contractor shall not employ any person or persons in the employ of the Superior Court of Arizona in Maricopa County for any work required by the terms of this Contract, without prior written approval of the Contract Specialist.
9. **Warranty of Services.**
- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. JBSC's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, JBSC may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
10. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other JBSC contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other JBSC contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other JBSC contractors.
12. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
13. **Offshore Performance of Work Prohibited**
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Superior Court of Arizona in Maricopa County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Superior Court of Arizona in Maricopa County shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision

SECTION 5 SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

14. Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The Superior Court of Arizona in Maricopa County retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph A.

15. Superior Court of Arizona in Maricopa County Contractor Title VI Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations. The contractor shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "Title VI"), 42 U.S.C. § 2000, *et seq.*, and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of this contract
- B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this contract.
- C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract, Title VI, and applicable federal law not to discriminate on the grounds of race, color, or national origin.
- D. Information and Reports. The contractor shall provide all information and reports required by federal law and this contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Superior Court of Arizona in Maricopa County and/or the United States

SECTION 5 SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

government may determine is necessary to ascertain compliance with this contract, Title VI, and related federal law.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Superior Court of Arizona in Maricopa County and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Superior Court of Arizona in Maricopa County shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate, including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or canceling, terminating, or suspending the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract unless exempt from doing so pursuant to federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. The contractor shall take such action with respect to any subcontractor as the Superior Court of Arizona in Maricopa County and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Superior Court of Arizona in Maricopa County enter into such litigation to protect its interests and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Price Escalation

Superior Court of Arizona in Maricopa County may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Contract Specialist or its designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. The Superior Court of Arizona in Maricopa County, at its sole option, shall determine whether the requested price increase or an alternate option is in its best interest. If a price increase is approved, it will be documented through a formal contract amendment.

17. Price Reduction

A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

18. Statewide Purchasing

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units.

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

19. Contract Administration for Offeror

A. Contractor representative to contact for contract administration purposes:

Name and Title

Street Address

City State Zip Code

Telephone & Facsimile Numbers

E-Mail Address:

B. Payment Address

Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award form.

Name and Title

Street Address

City State Zip Code

C. Invoicing Requirements – See Section 1 Scope of Work for specifics.

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09028-RFP

20. Contract Administration for Superior Court

- A. The JBSC representatives to contact for technical or programmatic matters concerning contract performance: (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements).

Taylor Pile, Supervisor/Pretrial Services Division

Electronic Monitoring Program
Adult Probation Department
620 West Jackson Street, Suite 3087
Phoenix, AZ 85003
Phone: 602-506-0193, Fax: 602-506-5334
Email: tpile@apd.maricopa.gov

Thomas Flavin, Electronic Monitoring Program Manager

Juvenile Probation Department
Southeast Juvenile Detention Facility
1810 S. Lewis
Mesa, AZ 85210
Phone: 602-506-4144, Fax: 602-372-4562
Email: thofla@juvenile.maricopa.gov

- B. All contract administration matters will be managed by the Contract Specialist named below. All correspondence concerning this contract shall be directed to this individual.

Janie Terry

Contracts Department

Superior Court of Arizona in Maricopa County
201 W. Jefferson Street, CCB-4
Phoenix, Arizona 85003
Phone: 602-372-0253; Fax: 602-506-7867
Email: terryj@superiorcourt.maricopa.gov

ATTACHMENT 6.1
PRICING/DELIVERY SCHEDULE
SOLICITATION NO. 09028-RFP

I. COMPENSATION/FEES

EQUIPMENT DESCRIPTION	UNIT	TOTAL DAILY RATE
CONTINUOUS SIGNALING ELECTRONIC MONITORING	Each	\$ _____/Day
MONITORING SERVICE IF CLIENT DOES NOT HAVE A PHONE	Each	\$ _____/Day
MOBILE DRIVE – BY MONITORING UNIT	Each	\$ _____/Day
OTHER		

Note:

- A. Current volume usage is approximately 400 EM units (50/50 for JPD and 70/30 for PSA Continuous signaling electronic monitoring/monitoring service if client does not have a phone).
- B. Above pricing shall be based on 100% replacement of lost or damaged units.
- C. A minimum excess inventory based on 20% of current usage shall be established at no charge for PSA and JPD.
- D. All shipping costs are to be paid by vendor, FOB Destination.
- E. Once an RMA has been issued by vendor, daily charge rates will no longer be billed.
- F. No further charges will be incurred by the Court once a client has been deactivated from the system.
- G. No payment will be made for mileage and per diem.
- H. No tax shall be levied against labor.

II. Specify your policy and costs associated with replacement of lost or stolen tools, tool kits, and any other ancillary equipment.

III. Pricing for Options
 Provide pricing and lead times for any options presented in your proposal.

IV. Schedule Information:

- Provide normal delivery times for all products.
- Discuss lead time to establish a new customer with an electronic monitoring system.

ATTACHMENT 6.2
OFFEROR'S QUESTIONNAIRE
SOLICITATION NO. 09028-RFP

As attachments to 6.2 please provide the necessary documentation to support the following:

1. A **cover letter** stating your firm's interest and summarizing your firm's overall qualifications to provide the goods and services required by this solicitation.
2. **Company Profile**
 - a. Profile of Firm to include:
 - Brief history
 - Discussion of financial stability and future projected growth.
 - b. Experience of Firm to include: Past experience providing electronic monitoring services.
 - c. Capacity to Perform
 - Discuss the size of the firm including number of staff and demonstrate your manufacturing capabilities and the depth of support your firm can provide to support this contract if awarded.
 - d. Key personnel

A current Resume for each of the key personnel who will support this contract (i.e. sales manager, Quality Manager, Manufacturing Manager, Information Technology Manager, President). Resumes should include: appropriate experience, education, qualifications, training, certifications, and memberships as related to this RFP.
 - e. Any additional information that reflects on your ability as a firm or your key personnel to perform the required services.
 - f. Subcontractors

List the proposed subcontractors and their proposed responsibilities. A profile should also be provided which reflects the same data requested in a. – e. above.
3. At least **three (3) reference accounts** to whom you are presently providing these services **or** have provided these services to in the past three (3) years. Included must be name of government agency or company, individual to contact, title of individual, phone number and address. Preference in awarding this contract may be given to Contractor furnishing accounts similar in size to Maricopa County. References should **not** include the Superior Court of Arizona in Maricopa County.
4. As part of the **Technical Proposal** include:
 - a. A full and detailed description of the proposed Electronic Monitoring System (Radio Frequency) including all hardware, software, reporting capabilities, and the 24 hour monitoring center.
 - b. The completed Table of Specifications from Section 1 Scope of Work.
 - c. Discussions of any optional products/services available currently.
 - d. A summary of the minimum and recommended equipment, communications and software configurations required for a customer to use your system. Are customers required to purchase any software from the Vendor or specific software to operate the applications?
 - e. Information on the Manufacturing Quality Control Plan and the reliability of your hardware.
 - f. Information regarding the web-based software program regarding reliability and maintaining integrity and security of client files.
 - g. Training Plan and procedures to include initial and subsequent training of PSA and JPD staff.
 - h. Customer Service Support Plan which should include details on response times, handling of trouble-calls, maintenance issues, and hardware/software updates.
 - i. A discussion of future technology updates.

ATTACHMENT 6.3

JANET NAPOLITANO
GOVERNOR



WILLIAM BELL
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION
100 North 15th Avenue, Suite #301
Phoenix, Arizona 85007
Telephone: (602) 542 2182; Facsimile: (602) 542 1800
On-line: 'azrisk.state.az.us'

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETOR WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically, A.R.S. 23-961(O), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietor's Business). I am performing work as an independent contractor for the State of Arizona, Superior Court of Arizona in Maricopa County, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Superior Court of Arizona in Maricopa County.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ - _____ - _____
Telephone Number: _____ (_____) _____
Street Address / P.O. Box: _____
City: _____ State: _____ ZIP Code _____
Signature of Sole Proprietor: _____ Date: _____

State Agency: Superior Court of Arizona in Maricopa County Agency # 893
Signature of Agency Contract Administrator: _____ Date: _____
Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 100 North 15th Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

JANET NAPOLITANO
GOVERNOR



WILLIAM BELL
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT SECTION

100 NORTH 15th AVENUE, SUITE 301

PHOENIX, ARIZONA 85007

Telephone: (602) 542 2182; Facsimile: (602) 542 1800

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically A.R.S. 23-902 (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.

- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR: _____

FEDERAL ID# OR SOCIALSECURITY: _____ - _____ - _____

ADDRESS / P.O. BOX: _____

CITY: _____, **STATE:** _____ **ZIP:** _____

SIGNATURE OF INDEPENDENT CONTRACTOR: _____ **DATE:** _____

STATE OF ARIZONA

AGENCY: Superior Court of Arizona in Maricopa County

AGENCY# 893

ADDRESS: 201 West Jefferson, CCB-4

CITY: Phoenix, ARIZONA **ZIP:** 85003

SIGNATURE OF AGENCY

CONTRACT ADMINISTRATOR: _____ **DATE:** _____

CONTRACT IDENTIFICATION: _____

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.5 BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:			
Contact Person:			
Contact Phone:		F a x :	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type (Select One Only):

- | | | |
|---|---|---|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).

Business Size:

- ☐ 1 Non-Small
☐ 2 Small Business (Per ARS §41-1001.14)
Business Owner Type (Check all that apply):
☐ 3 Woman Owned Business
☐ 4 Owned By Disabled Individual (Per ARS §41-1492)
☐ 5 Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify:

- ☐ 6 African-American
☐ 7 Asian-American
☐ 8 Hispanic-American
☐ 9 Native American

APPLICANT CERTIFICATION:

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name: _____

Title: _____

Signature

Date

EXHIBIT 7.1

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit 7.2

Maricopa County Adult Probation Department

**AUTHORIZATION FOR RELEASE OF INFORMATION
READ CAREFULLY. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.**

I, _____, DO HEREBY AUTHORIZE any and all persons, employers, partnerships, corporations and all civilian and government entities, military agencies, law enforcement agencies, private agencies and City, County, State and Federal entities to release, furnish and exchange, any and all available information relating to me for the purpose of determining my suitability for a position with a contractor on contract with the Maricopa County Probation Department. This includes, but is not limited to, all information related to my employment, performance, disciplinary history, character, integrity, reputation, conduct, behavior and fitness for duty.

This authorizes release to the Maricopa County Adult Probation Department. This release is in addition to, and not intended to curtail or diminish, the authorization and immunity provided by statute. I DO HEREBY RELEASE from any and all liability, all persons or entities disclosing information pursuant to this release.

I, _____, I do also agree to hold harmless and release from liability under any and all causes of legal action the Maricopa County Adult Probation Department, their officers, agents, and employees, for any statements, acts, or omissions in the course of the investigation into my background, employment, performance, disciplinary history, character, integrity, reputation, conduct, behavior, and fitness for duty.

I understand that I will not receive, nor am I entitled to receive any copies of reports generated as a result of this investigation, nor am I entitled to be advised of the reasons for my non-selection.

PLEASE INCLUDE A COPY OF A VALID DRIVER'S LICENSE OR STATE ISSUED ID CARD WHEN SUBMITTING THIS FORM. A BACKGROUND CHECK CANNOT BE SUBMITTED WITHOUT A PICTURE ID.

Sworn and Subscribed Before Me On This Date:		(Today's Date)	
(Printed Name of Applicant)	(Signature of Applicant)		(Date Of Birth)
(Social Security Number #)	(Driver's License #) (State Issued)		
Other names, if applicable: (Maiden name, alias, etc....)			
By: _____ <div style="text-align: right;">(Contractor Requesting Background Check)</div> State of : _____ County of: _____ Signature of Notary Public: _____			
Notary Seal:	(MCAPD use only) MCAPD: _____ Date: _____		

Maricopa County Adult Probation Department Applicant Questionnaire

Contractor's employees who will or may have contact with probationers and /or probationer records will be required to submit to a background check by the Maricopa County Adult Probation Department (MCAPD). As a part of this background check, please answer the following questions (Put "X" in the appropriate Yes or No box):

Questions	Yes	No
1) Have you been <u>convicted of or plead no contest</u> to a violent crime or sexual offense, including preparatory offenses, in your lifetime?		
2) Have you been <u>convicted of or plead no contest</u> to a Driving Under the Influence (DUI) offense in the past five years?		
3) Have you been <u>convicted</u> of a fraud offense, including preparatory offenses, in the past five years?		
4) Are you <u>presently, or have you ever been under</u> any form of correctional supervision (including pretrial supervision, probation, parole, and community supervision) for any offense?		
5) Have you had any <u>complaints filed with or actions taken</u> by the regulatory board or agency (i.e., Arizona Board of Behavioral Health Examiners, Arizona board of Psychologist Examiners, etc.)?		
6) Have you, in your lifetime, been <u>convicted of any crime</u> which would be considered a felony-if committed in the State of Arizona?		
7) Have you been <u>involuntarily discharged</u> from a human services position in the last 12 months?		

If you answered "Yes" to any of these questions, please explain what happened and what your status is in regards to that situation. Please attach supporting documents to this form.

PROBATION/PAROLE INFORMATION

1. List any family members, significant other, friends, and/or acquaintances that are or have been on probation or parole, in Arizona or any other state. Include any known information on type/s of crimes involved, their DOB and/ or age, and where they are currently residing.
2. Provide information on the amount and type of contact you have with each individual you listed above. include any times they have resided or are anticipated to reside with you, even temporarily.
3. Are you, or are any of those mentioned above, presently involved in any criminal or civil court proceedings? If so, identify which individual/s and explain.
(Continue on back if necessary).

PRINT NAME _____

SIGNATURE _____

DATE _____

END OF SOLICITATION NO. 09028-RFP